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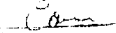
LEASE AGREEMENT

THIS INDENTURE (hereinafter referred to as the "Lease"), made and entered into as of the date of the execution hereof by the last signatory hereto, by and between Roy H. Lambert and David C. Eades, d/b/a Regency Michigan Meadows, Limited, an Indiana Limited Partnership, P. O. Box 5189, Evansville, Indiana 47715, their successors and assigns (hereinafter sometimes referred to as "LESSOR"), and MARSH VILLAGE PANTRIES, INC., a duly organized and existing corporation in the State of Indiana with its principal office at P.O. Box 155, Yorktown, Indiana 47396, its successors and assigns (hereinafter sometimes referred to as "LESSEE"),

WITNESSETH:

I. DEMISE OF PREMISES

By these presents, and upon the covenants, terms and conditions hereinafter set forth, LESSOR does hereby grant, demise and lease unto MARSH VILLAGE PANTRIES, INC., a portion of the land and the improvements commonly known as Michigan Plaza Shopping Center, 3823 West Michigan Street, Indianapolis, Indiana, the legal description and site plan of which are attached hereto, made a part hereof and marked "Exhibit A" and "Exhibit B", respectively, and have been initialed by the parties hereto (hereinafter sometimes referred to as the "Center"), said portion being more particularly described as follows:

APPROVED:

Lessee
Lessor

The storeroom consisting of 3,053 sq. ft., 55.5 feet of frontage and 55 feet in depth designated as "A" and outlined in red on Exhibit B hereof and containing at least 3,053 square feet of floor space (hereinafter sometimes referred to as the "Demised Storeroom"), together with the benefit of any and all rights, privileges, appurtenances and easements now or hereafter appertaining thereto,

including, but not limited to, the right, privilege and easement to use any and all mall areas, parking areas, sidewalks, underground motor fuel tanks, aisles, streets, roads, alleys, ingress and egress routes, drives, ramps, passageways, landscaped areas and any and all other areas of non-exclusive use on that portion of the land described on Exhibit A hereof upon which such improvements and appurtenances are situate for all customary and proper purposes (hereinafter sometimes collectively referred to as the "Demised Premises"),

II. TERM

A. The initial term of this lease shall be for a period of three (3) years and shall commence on September 1, 1980 and shall terminate on August 31, 1983.

B. LESSEE shall have one (1) separate and successive option to extend the term of this Lease for an additional term of three (3) years upon the same terms, covenants and conditions of this Lease. To exercise any such option, LESSEE shall mail to LESSOR written notice at the address to which notices are to be sent in accordance with Section XVI hereof at least six (6) months prior to the end of the then current term. SEE RIDER #1 ATTACHED.

III. RENTAL

LESSEE shall pay to LESSOR, as the monthly base rental hereunder, an amount equal to Nine Hundred and No/100 Dollars (\$900.00), in advance, on or before the first day of each calendar month, by check mailed to LESSOR at the 3800 West Michigan Avenue, Indianapolis, Indiana 46222. Rental shall commence on the commencement of the initial term of this Lease in accordance with Section II A hereof.

Rental for option period per Paragraph II.B. Rider #1.

IV. UTILITIES

LESSOR shall provide and, at all times during the initial term of this Lease and any extension thereof, maintain adequate water, electric, gas and sewage supply and connections between the Demised Storeroom and the appropriate local electric, steam, water, gas and sewer systems, provided, however, LESSOR shall not be responsible for inadequacy of supply due to reasons beyond his control. LESSEE shall pay all charges for electricity, telephone, gas, water, steam and heat based upon actual usage by LESSEE. LESSOR will provide LESSEE with a separate meter for each such utility service so that LESSEE will be billed directly by each utility company only for LESSEE's consumption. Utility meters for all common and parking areas shall be separate from those of the LESSEE and other tenants of the Center.

V. TAXES AND OTHER LIENS

A. All taxes, assessments and charges on land or improvements, or obligations of LESSOR secured by mortgage or other lien upon the Demised Premises or the parcel of which the Demised Premises is a part shall be paid by LESSOR when due.

B. LESSEE shall pay all taxes assessed against its trade fixtures, equipment, machinery, appliances and other personal property and any license fees, occupational taxes and other governmental charges arising out of LESSEE's use or occupancy of the Demised Premises or operation of its business.

C. LESSEE may, upon thirty (30) days prior notice to LESSOR and the obligee, perform, satisfy or acquire any obligation, encumbrance or lien which may, if permitted to remain unsatisfied or otherwise in default, jeopardize LESSEE's tenancy. In such event, LESSEE shall be and become

subrogated to all rights of the obligee against the LESSOR and/or its property and, in addition to all other remedies at law or equity, may set-off against all monies due LESSOR hereunder or otherwise such claims against LESSOR, together with interest at the rate of ten percent (10%) per annum and expenses, including attorney's fees.

VI. MAINTENANCE

A. By LESSEE. LESSEE shall maintain the interior of the Demised Storeroom in a good state of repair, including all interior electrical, plumbing, and heating and air conditioning systems used exclusively by LESSEE and, upon termination of its tenancy, LESSEE shall surrender the Demised Storeroom in a condition reflecting its age and LESSEE's use thereof; provided, however, LESSEE shall not be obligated to make any repairs or replacements made necessary as a result of damage to or destruction of the Demised Premises by reason of fire or other casualty. See RIDER # 2

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B. By LESSOR. LESSOR shall at all times maintain the exterior walls, foundation and roof of the Demised Storeroom, and all areas, structures, facilities and equipment in the Center in a good state of repair and operation with such replacements as are needed; provided, however, LESSOR shall not be required to maintain the interior ceiling or to replace plate glass, window glass or doors unless necessitated by reason of LESSOR's failure to maintain the Demised Premises in accordance with this paragraph.

See RIDER # 3

C. If, after four (4) hours oral notice to LESSOR of the existence of an accumulation of snow, ice or debris in or upon any part of the Demised Premises, or, if after ten (10) days' written notice to LESSOR of the need for any other form of maintenance or service in or upon any part of the Common Facilities, LESSOR has failed to undertake corrective

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action or to provide LESSEE satisfactory evidence of firm arrangements to effect such corrective action as soon as reasonably practicable, LESSEE shall have the right, but not the duty, to effect such corrective action as it deems appropriate and to set-off the cost thereof, as well as any loss, damage or expense occasioned by LESSOR's failure to act, against any and all monies due LESSOR under this Lease. Notwithstanding the foregoing to the contrary, LESSEE may, without notice, effect any common facility maintenance of an emergency nature and similarly set-off the cost thereof against any monies due to LESSOR under this Lease.

VII. FIXTURES AND EQUIPMENT

LESSEE may install and operate upon and about the Demised Premises such trade fixtures, equipment, machinery and appliances as are useful in or deemed necessary to the conduct of its business, provided the installation and operation thereof is in compliance with all applicable ordinances, laws, rules and regulations. Notwithstanding the manner of their attachment to the Demised Premises, such fixtures, equipment, machinery, appliances and other property shall be deemed and remain personal property of LESSEE and shall not be pledged, mortgaged or encumbered in any manner, in whole or in part, by LESSOR. At any time prior to, ~~during, or~~ ~~within thirty (30) days after~~ the expiration of the initial term or any extension thereof, LESSEE may remove anything installed in, affixed to or constructed upon the Demised Premises by LESSEE, provided that LESSEE shall repair any damage to the Demised Premises caused by such installation or removal. LESSOR shall not obstruct any openings in the roof or walls of the Demised Premises. LESSEE shall not make any structural changes in the roof or walls of the Demised Premises without LESSOR's consent first being obtained, which consent will not be unreasonably withheld.

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VIII. SIGNS

A. LESSOR shall not permit any sign to be erected in the Center that may interfere with or obscure the ordinary visibility of any of LESSEE's signs or limit LESSEE's right to erect same.

B. LESSEE shall have the right to install and maintain signs upon the Demised Premises in accordance with Exhibit B hereof and upon the Demised Storeroom. LESSEE shall have the right to be represented at least as prominently as any other tenant on any common or inventory sign for the Center.

See RIDER # 4

IX. INDEMNITY AGREEMENT

A. Subject to Paragraph E of this Section IX, LESSEE shall indemnify and save LESSOR harmless from any and all loss or expense arising from any negligent act or omission of LESSEE, its agents or employees, in the Demised Storeroom during the initial and any renewal term hereunder.

B. LESSOR shall indemnify, defend and save LESSEE harmless from and against any and all liability, loss or expense predicated in whole or in part upon any act or omission of LESSOR, its employees, contractors and agents, in the Center.

X. SUBLETTING AND ASSIGNMENT

A. LESSEE shall have the right to assign this Lease or sublet all or any part of the Demised Premises; provided, however, such assignment or subletting, unless consented to by LESSOR, shall not affect LESSEE's liability hereunder, or shall be for a use which substantially conflicts with the business of another tenant of LESSOR then in the Center.

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XI. TITLE AND ENJOYMENT

A. LESSOR warrants and covenants that: (i) it is and at the commencement of the term hereunder will be seized of a marketable and indefeasible fee simple title in and to the real estate described in Exhibit A hereof, subject only to the lien of current taxes not delinquent, and any first mortgage of record; (ii) that there is no restriction against use of the Demised Premises for commercial or retail purposes; (iii) that it is duly authorized and empowered to make this Lease; (iv) that LESSEE shall have quiet and peaceable possession and use of the Demised Premises and appurtenances; and (v) that it will defend and hold LESSEE harmless in the peaceful and quiet use and possession of the Demised Premises from and against any and all claims and actions.

B. In the event LESSOR's title shall fail and LESSOR is unable to defend LESSEE's peaceful and quiet use and possession during the term hereof, LESSEE shall be entitled, in addition to such other remedies as may be available at law or equity, and to the extent LESSEE is required to account for its possession to the true owner, to recover all monies paid to LESSOR hereunder as rentals or otherwise, which monies shall for such purpose be deemed to have been received and held in trust for LESSEE.

C. No person shall be entitled to any liens, for or on account of any labor or material furnished by any such person to LESSEE at the Demised Premises, and nothing contained in this Lease shall be construed to constitute a consent by LESSOR to the creation of any such lien. In the event that any notice of such lien shall be filed against the Demised Premises, LESSEE shall cause such lien to be released as soon as practicable after actual notice of the filing thereof or shall within such time certify to LESSOR that it

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has a valid defense to such claim and such lien and shall agree to indemnify LESSOR against the foreclosure of such lien. In addition to any other remedy herein granted, upon failure of the LESSEE to discharge such lien or to indemnify LESSOR against foreclosure of any such lien as herein provided, LESSOR, after ^{thirty (30)}~~ten (10)~~ days written notice to the LESSEE, may discharge such lien. See RIDER # 5

XII. EMINENT DOMAIN

If the whole or any part of the Demised Premises shall be taken under the power of eminent domain, or shall be conveyed in lieu of such taking, or shall be denied access to appropriate utility or public facilities by any governmental action and such taking or action, in LESSEE's opinion, renders the remaining portion of the Demised Premises inadequate for its use, LESSEE shall have the right, at its option, to terminate this Lease as of the date LESSEE is required to yield possession. If a part of the Demised Premises shall be so taken or conveyed that the remaining part of the Demised Premises shall, in LESSEE's opinion, be adequate for its use, then this Lease shall terminate as to the part so taken or conveyed on the day when LESSEE is required to yield possession thereof, and LESSOR shall promptly and diligently make such repairs and alterations as may be necessary in order to restore the part not taken or conveyed to a condition usable by LESSEE. All monies payable to LESSOR hereunder as rentals or otherwise shall abate as of the date LESSEE is required to yield possession until the date that the Demised Premises has been repaired and restored and thereafter all monies due LESSOR hereunder shall be reduced in proportion to the square footage of that part of the Demised Premises so taken or conveyed to the square footage of the Demised Premises prior to such taking or conveyance. All compensation awarded for the value of the fee and the

leasehold shall belong to and be the property of the LESSOR, the same being hereby assigned to LESSOR, and LESSEE shall have no interest in or claim to such award or any part thereof; provided, however, LESSEE shall be entitled to any award or portion thereof to compensate LESSEE for loss of business, the cost of removal of stock and fixtures, equipment or appliances, or other damages.

XIII. INSURANCE

A. LESSOR shall at all times during the term of this Lease, or any extension thereof, maintain and keep current with responsible companies authorized to do business in Indiana: (1) fire insurance with extended coverages endorsement on the Demised Storeroom and all buildings in the Center insuring eighty percent (80%) of the current full replacement value of all such buildings; (2) comprehensive general liability insurance encompassing the Common Facilities (as hereinbefore defined) in the Center with a combined single limit of not less than \$500,000 for personal injury or death (with no deductible) and \$100,000 for property damage ~~-(with a deductible not greater than \$500);~~ and (3) vandalism and malicious mischief coverages. LESSOR shall provide LESSEE with a certificate or certificates of insurance encompassing each of such coverages and the endorsements provided for herein. Each of such policies, other than the comprehensive general liability policy, shall bear the following endorsements:

(1) "This policy shall not be changed, cancelled, altered, amended or modified, nor shall any coverage therein be reduced, deleted, amended, modified, changed or cancelled by either the named insured or the insurer without at least thirty (30) days prior written notice to Marsh Village Pantries, Inc., Yorktown, Indiana";

(2) "The waiver of subrogation contained in a certain Lease Agreement between Regency Michigan Meadows, Limited and Marsh Village Pantries, Inc., dated _____, is hereby approved"; and

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Lessee

Lessor

(3) "The proceeds of this policy shall be paid to LESSOR, as Trustee, which shall distribute the proceeds to LESSEE and LESSOR in accordance with the provisions of the above referenced Lease".

B. LESSOR and LESSEE waive, each as against the other, any claim and corresponding right of subrogation for loss or damage to the subject matter of this Lease or the property or business of the parties located or conducted thereupon with respect to which and to the extent that reimbursement therefor is received under the terms of any policy of insurance providing coverages commonly known as fire and extended coverages on building and contents and business interruption insurance.

~~G.---LESSEE shall maintain comprehensive general liability insurance with responsible carriers authorized to do business in Indiana with a combined single limit of not less than \$500,000 for personal injury or death and \$50,000 for property damage. Upon request, LESSEE shall provide LESSOR a certificate of insurance evidencing such coverages.~~

See RIDER # 6

XIV. CASUALTY LOSS

A. In the event the Demised Premises is damaged by reason of fire or any other cause to an extent not exceeding forty percent (40%) of the then current replacement cost thereof at any time other than during the last year of the initial or any extended term of this Lease, LESSOR shall, at its expense, promptly and diligently restore and repair the Demised Premises to a condition at least comparable to the condition thereof prior to such damage, and the entire proceeds of casualty insurance shall be applied to the expenses of such restoration and repair.

B. In the event the Demised Premises is destroyed or is damaged by reason of fire or any other insured casualty

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LESSOR

in excess of forty percent (40%) of the then current replacement cost thereof, or during the last year of the initial or any extended term of this Lease, either LESSOR or LESSEE may terminate this Lease upon written notice thereof in accordance with the terms hereof in which event the proceeds of casualty insurance shall be paid to LESSOR and mortgagee then of record as their respective interests appear; provided, however, that if within thirty (30) days after the occurrence of such destruction or damage LESSEE and LESSOR agree to continue this Lease for the longer of either: (i) the remainder of the initial term, or (ii) a term of three (3) years from the date the reconstruction, restoration or repair of the Demised Premises is Satisfactorily Completed (the longer of which is hereafter referred to as the "Committed Term"), LESSOR shall promptly and diligently reconstruct, restore and repair the Demised Premises to a condition at least comparable to the condition thereof prior to such destruction or damage, and the entire proceeds of casualty insurance shall be applied thereto. In this event, the terms, conditions and rentals of this Lease shall continue in full force and effect for the Committed Term and LESSEE shall have one (1) separate and successive option to extend such Committed Term for an additional term not to exceed sixty (60) months upon the same terms and conditions provided for herein.

C. In the event the Demised Premises is damaged or destroyed in the manner set forth in Paragraphs A or B of this Section XIV, all monies due LESSOR pursuant to this Lease shall abate from the date of such damage or destruction until the date that LESSEE commences normal retail operation in the Demised Storeroom.

See RIDER # 7

APPROVED:
<u>Lessee</u>
<u>Lessor</u>

XV. ACCESS TO PREMISES

A. During the last six (6) months of the term of this Lease or of any extension thereof, LESSOR shall have the right to advertise and offer the Demised Premises for rent and to exhibit the Demised Premises to any prospective purchaser thereof during LESSEE'S normal business hours.

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Lessee

Lessor

B. LESSOR, or its duly authorized agents, may enter upon the Demised Premises during the usual business hours of LESSEE for the purpose of inspecting the premises, and LESSEE shall permit all authorized employees of LESSOR to enter upon the Demised Premises during LESSEE's normal business hours to make any and all required maintenance of the Demised Premises. In the event of an emergency, after endeavoring to notify LESSEE, LESSOR shall have the right to enter upon the Demised Premises, in the absence of the LESSEE or any of its agents, servants or employees, for the purpose of performing any maintenance or protective work on the Demised Premises of an emergency nature.

XVI. NOTICES

All notices provided for herein shall be given by certified mail, postage prepaid, addressed to LESSOR at 6 Dunlap Court, Savoy, Illinois 61874 and to LESSEE at P. O. Box 155, Yorktown, Indiana 47396. The address to which notices are to be mailed may be changed from time to time by either party upon written notice to the other party.

XVII. DEFAULT

A. In addition to the various other remedial provisions contained herein and to all other remedies available

at law or equity, LESSEE, after notice to LESSOR specifying in reasonable detail the nature of any default which remains uncorrected for thirty (30) days thereafter, shall have the right, at its option, either to correct any such default, recover from LESSOR all expenses thereby incurred and apply all monies due LESSOR under this Lease, as rentals or otherwise, against such expenses, or to terminate this Lease upon written notice to the LESSOR and recover damages, including attorneys' fees.

B. In the event LESSEE defaults in the payment of rent hereunder and fails to correct such default within ten (10) days after receipt of written notice thereof from LESSOR, or in the event LESSEE fails to correct any other default in the terms and conditions hereof for a period of thirty (30) days after written notice thereof from LESSOR specifying in reasonable detail the nature of such default, LESSOR may upon written notice to LESSEE at any time thereafter during the continuance of such default, either terminate this Lease or re-enter the Demised Premises by summary proceedings and recover damages, including attorneys' fees. In such event, LESSOR shall be obligated to exert its best efforts to relet the Demised Premises and otherwise to mitigate its damages.

XVIII. RECORDATION

This indenture shall not be recorded by LESSOR. In lieu thereof, a Memorandum of this Lease executed by the parties hereto concurrently with the execution hereof shall be recorded by LESSEE.

XIX. SUBORDINATION

This Lease shall be subject and subordinate to the lien of any first mortgage of the entire fee interest of the Center made to an institutional lender, provided that the mortgagee first executes, acknowledges and delivers to LESSEE

a Subordination and Non Disturbance Agreement in a form and substance approved by LESSEE.

XX. PARKING

Upon the request of LESSEE, LESSOR shall require all tenants and their employees to park their personal motor vehicles in a designated area to make available convenient parking for business customers.

XXI. GENERAL PROVISIONS

Except as otherwise expressly provided for herein, the following general provisions shall apply to this Lease:

A. Time is of the essence, but no delay or failure of either party to exercise any right hereunder or to insist upon strict compliance with the terms and provisions hereof shall constitute a waiver of any right hereunder or a waiver of the right thereafter to insist upon strict compliance with the terms and provisions hereof.

B. Where the terms hereof require the consent of either the LESSOR or LESSEE, such consent shall not be withheld unreasonably, capriciously or for the purpose of extracting concessions regarding other covenants or subject matters.

C. The terms, conditions, covenants and provisions hereof shall each and all apply with equal force and effect for and during each extension of the term of this Lease; provided, however, any assignment hereof or subletting hereunder shall not for any purpose be deemed to create any rights or estate in favor of such assignee or subtenant extending beyond the initial term hereof, and shall not entitle any such assignee or subtenant to exercise any option to extend or renew the initial term hereof.

D. Any covenant hereof requiring a party to perform or provide an act or service shall impose upon such party the burden of the cost thereof.

E. Section titles are intended only to aid and assist the reader as an index device and are not intended to be descriptive of the contents thereof or to be used for the construction or interpretation thereof.

F. The provisions, covenants, and conditions of this Lease shall bind and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

G. LESSEE's failure to surrender timely the Demised Premises or its holding over shall not operate to extend or renew this Lease, and any such occupancy shall be deemed to be a month-to-month tenancy, terminable upon thirty (30) days' prior written notice by LESSOR to LESSEE.

H. All remedies provided for herein shall be deemed additional or supplemental to those remedies otherwise available at law or equity. ~~In-addition-to-all-other available-remedies;-LESSEE-shall-be-entitled-to-set-off against-all-monies-due-LESSOR-hereunder;-as-rental-or-other-wise-all-reasonable-claims-against-LESSOR-arising-hereunder or-otherwise-~~

I. Personal pronouns shall include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties and the context.

J. The submission of this Lease for examination does not constitute an offer to lease, and this Lease shall become effective only after execution by LESSEE and LESSOR.

K. Attached RIDERS 8,9,10 and 11 shall be additional covenants and conditions prescribed as part of this Lease Agreement.

APPROVED:

Cam
LESSEE

LESSOR

APPROVED:

Cam
LESSEE

LESSOR

XXII. ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties hereto and supersedes any and all other agreements or representations, oral or written, relating to the subject matter hereof. Attached Riders shall be considered a part of this Agreement.

IN WITNESS WHEREOF, Roy H. Lambert and David C. Eades, d/b/a Regency Michigan Meadows, Limited, an Indiana Limited Partnership, has caused this Indenture to be executed this 15th day of December, 1980.

✓ Roy H. Lambert
Roy H. Lambert, General Partner

David C. Eades
David C. Eades, General Partner

IN WITNESS WHEREOF, MARSH VILLAGE PANTRIES, INC. has caused this Indenture to be executed by its duly authorized officers this 7th day of January, 1980⁶¹.

MARSH VILLAGE PANTRIES, INC.

By: C. Alan Marsh
C. Alan Marsh, President

ATTEST:
Hartman W. Smith
Hartman W. Smith, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

Before me, a duly commissioned Notary Public in and for said County and State, this day personally appeared David C. Eades, personally known to me to be a General Partner of Regency Michigan Meadows, Limited, who, being duly sworn upon his oath, acknowledged that he had executed this Indenture for and on behalf of the said partnership as his free and voluntary act for the purposes therein contained, and that he is duly authorized to so act for and on behalf of the said partnership and all partners thereof.

WITNESS my hand and Notarial Seal this 15th day of December, 1980.

Carole A. Fayman
Notary Public
Residing in Vanderburgh
County

My commission expires:

March 19, 1983

STATE OF FLORIDA)
) SS:
COUNTY OF Dade)

Before me, a duly commissioned Notary Public in and for said County and State, this day personally appeared Roy H. Lambert, personally known to me to be a General Partner of Regency Michigan Meadows, Limited, who, being duly sworn upon his oath, acknowledged that he had executed this Indenture for and on behalf of the said partnership as his free and voluntary act for the purposes therein contained, and that he is duly authorized to so act for and on behalf of the said partnership and all partners thereof.

WITNESS my hand and Notarial Seal this 17th day of December, 1980.

Robert L. Wilson
Notary Public
Residing in Dade
County

My commission expires:

September 7, 1982

STATE OF INDIANA)
) SS:
COUNTY OF DELAWARE)

Before the undersigned, a duly commissioned Notary Public in and for said County and State, personally appeared C. Alan Marsh and Hartman W. Smith who, being duly sworn, certified that they were the President and Secretary, respectively, of Marsh Village Pantries, Inc., an Indiana corporation, and as such had been duly authorized by Resolution of the Board of Directors of said corporation to execute, acknowledge and deliver the foregoing Agreement in the name of and on behalf of said corporation, and that as such officers they did in the name of said corporation, execute and acknowledge said Agreement for the uses and purposes therein set out.

WITNESS my hand and Notarial Seal this 7th day of January, 1981

Lois Gross
Notary Public Lois Gross
Residing in Delaware
County

My commission expires:

April 18, 1983

EXHIBIT A

Michigan Plaza Shopping Center
3823 West Michigan Street
Indianapolis, Indiana

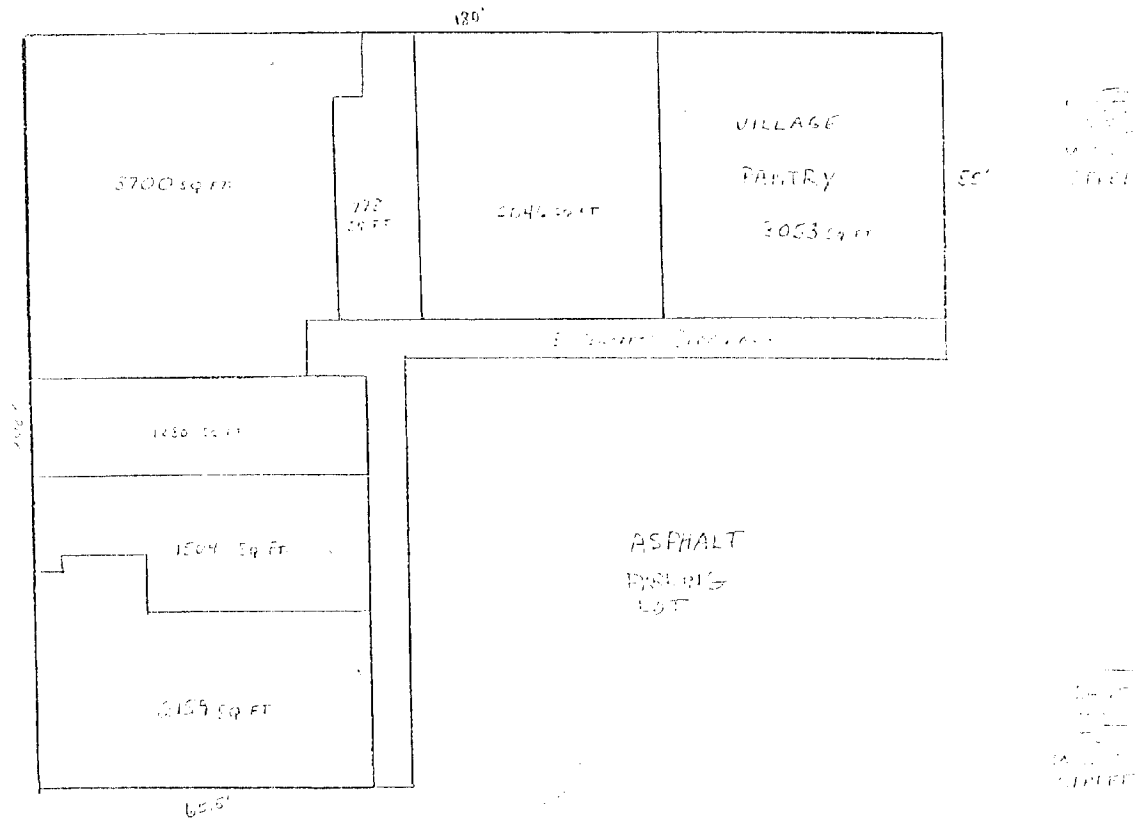
Part of Lot 8 in the Zadok Tomlinson Estate Partition of the South half of the Northwest 1/4 of Section 5, Township 15 North of Range 3 East, described as follows:

Beginning in the center of Michigan Street at a point 736-88/100 feet North of the South line and 353-82/100 feet West of the East line of said quarter Section, and said Lot 8 and running East with the center line of said Michigan Street 117-94/100 feet, thence South 368-16/100 feet to a point 236-78/100 feet West of the East line of said Lot 8, thence West 118-39/100 feet to a point 368-44/100 feet North of the South line of said Lot 8; thence North 368-44/100 feet to the beginning, containing one acre, more or less.

A parcel of ground in the south half of the northwest quarter of Section 5, in Township 15 North, of Range 3 East, in Marion County, Indiana, same being a portion of Lot 8 in the Subdivision of the said half quarter section aforesaid made by Commissioners in the partition of the Estate of Zadock Tomlinson, deceased, the plat of which is recorded in Land Record ZZ at page 147, in the office of the Recorder of Marion County, Indiana, such portion of said Lot 8 being more particularly described as follows, to-wit:

Beginning at a point in the center line of Michigan Street, a distance of 353.83 feet west and 737.88 feet north of the southeast corner of the northwest quarter of said Section 5; thence west in and along the center of Michigan Street, a distance of 64.88 feet to a point; thence south parallel to the east line, a distance of 368.58 feet to a point; thence east parallel to the north line a distance of 65.78 feet to a point; thence north parallel to the east line a distance of 368.44 feet to the place of beginning, containing in all 0.55 acres, more or less. dA

* * * * *



NORTH

MICHIGAN PLAZA
SCALE 1" = 30'

EXHIBIT B

LESSEE

MARSH VILLAGE PANTRIES, INC

BY _____

DATE _____

LESSOR MICHIGAN PLAZA

BY _____

DATE _____

EXHIBIT B

RIDERS

RIDER # 1

This option to renew is conditioned upon the Lessee's having truly and well performed all covenants and agreements of this lease, and conditioned upon the rental for the extended term shall be Eleven Hundred and No/100 Dollars (\$1,100.00) per month.

RIDER # 2

"Lessee's use thereof" in this paragraph shall specifically mean ordinary wear and tear.

RIDER # 3

Lessor's obligation to maintain the interior shall not be invoked unless Lessor has failed to maintain the demised premises after the required notice period specified in Paragraph VI.C.

RIDER # 4

Lessor reserves the right to approve any sign affixed to the exterior of the building such that said sign does not puncture roof or other exterior surface of said building.

RIDER # 5

Release of lien by Lessee as soon as practical shall be defined within thirty (30) days after actual notice.

Lessor, upon discharge of Lessee's lien, shall charge Lessee as additional rental the monetary amount of said lien, plus all expenditures and costs incurred thereby with interest at the rate of ten percent (10%) per annum, all of which will be due at the next monthly payment date.

RIDER # 6

C. Lessee agrees to maintain, in responsible companies approved by Lessor, liability insurance insuring Lessee and Lessor as their interest may appear against all claims, demands or actions for injury to or death of any one person in an amount of not less than

\$500,000.00 and for injury to or death of more than one person in any one accident to the limit of \$1,000,000.00 and for damage to property in an amount of not less than \$100,000.00, arising from, relating to, or connected with Lessee's conduct and operation of its business in the Demised Premises. All of said insurance shall be in form satisfactory to Lessor and shall provide that it will not be subject to cancellation, termination or change except after at least ten (10) days prior written notice to Lessor and duly executed certificate or certificates for the same, shall be deposited with Lessor and upon renewals of such policies not less than thirty (30) days prior to the expiration of the terms of such coverage; and that if Lessee fails to comply with such requirement, Lessor may obtain such insurance and keep the same in effect and Lessee shall pay the premium cost thereof upon demand.

RIDER #7

Lessor shall not be required to restore or repair said premises if mortgagee shall require Lessor to apply funds of the proceeds of casualty insurance to the balance of mortgage held on the said premises.

RIDER #8

AUTHORIZED USE. The Demised Premises shall be used and occupied by the Lessee for the following reasons:

For sale at retail, grocery
food products and related items normally
sold in a convenience food market,

and for no other purpose without the written consent of the Lessor, and in no event shall the Demised Premises be used in any manner that shall increase the insurance rates thereto without first obtaining the written

consent of the Lessor. Lessee will not allow the Demised Premises to be used for any lewd, immoral, unlawful or objectionable purposes or for any purpose that will injure the reputation of the building of which the Demised Premises are a part and the Demised Premises shall not be used for lodging or sleeping purposes. The Lessee shall not commit or suffer to be committed any waste upon the leased premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the leased premises may be located or which may disturb the quiet enjoyment of any persons adjacent to said center. The Lessee shall, at its own cost and expense, promptly observe and keep all laws, rules, orders, ordinances, and regulations of the federal, state and city government and any and all of their departments and bureaus and those of any other competent authority relating to the use of the Demised Premises, as well as to all repairs and alterations which may be made thereon as herein provided. Should the Lessee determine that business conditions are such that, in its own judgment, it shall terminate occupancy of the Demised Premises, the Lessor and the Lessee shall strive for sixty (60) days to sublet the Demised Premises for the same use as defined in this paragraph. If, after sixty (60) days, no reasonable interest should be expressed to use the Demised Premises for the use stated herein, the Lessor hereby agrees to amend the permitted use of the Demised Premises to any use which does not conflict with the then current tenants in the shopping center in which the Demised Premises now reside.

RIDER # 9

Assignment of Rentals. The Lessor hereby reserves the right to assign all of the rental payments due under the terms of this agreement and the Lessee agrees to make the rental payment provided in this lease to any firm, person or corporation designated by the Lessor in writing. It is understood, however, that the assignment of all or any part of the rentals provided for in this agreement shall not relieve the Lessor from any of its liabilities, obligations or duties as specified in this agreement.

RIDER # 10

Cooperation With Lessor. The Lessee agrees that upon request it will cooperate with the Lessor in any effort to secure financing and to that end it will negotiate in good faith with the lessor with respect to any changes or modifications in this agreement which may be requested by any lending institution to whom the Lessor has made application for funds.

RIDER # 11

Lessee's Certificate As To Existence of Lease.
The Lessee agrees that it will, upon request, execute a certificate which the Lessor may require stating that this instrument is the lease agreement in full force and effect by and between the parties hereto and that it has not been amended or modified, so long as the Lessor shall not be in default of any of its obligations or duties under the terms of this agreement.

APPROVED:
<i>Cam</i>
Lessee
Lessor

81 01970

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into by and between Roy H. Lambert and David C. Eades, d/b/a Regency Michigan Meadows, Limited, an Indiana Limited Partnership, P. O. Box 5189, Evansville, Indiana ("REGENCY"), and MARSH VILLAGE PANTRIES, INC., a duly organized and existing corporation in the State of Indiana with its principal office at P. O. Box 155 in Yorktown, Indiana ("MARSH"), for the purpose of providing a memorandum for recording of a certain Lease Agreement between Roy H. Lambert and David C. Eades, d/b/a Regency Michigan Meadows, Limited, as Lessor, and MARSH, as Lessee, dated January 7, 1980, which provides for the lease of a portion of certain real estate in Marion County, Indiana, more particularly described on the legal description attached hereto, made a part hereof and marked "Exhibit A", upon certain terms, conditions and covenants, some of which are set forth on "Exhibit B" attached hereto and made a part hereof.

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Memorandum this 15th day of December, 1980.

Roy H. Lambert
Roy H. Lambert, General Partner

David C. Eades
David C. Eades, General Partner

MARSH VILLAGE PANTRIES, INC.

By: C. Alan Marsh
C. Alan Marsh, President

ATTEST:

Hartman W. Smith
Hartman W. Smith, Secretary

81 01970

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

Before me, a duly commissioned Notary Public in and for said County and State, this day personally appeared David C. Eades, personally known to me to be a General Partner of Regency Michigan Meadows, Limited, who, being duly sworn upon his oath, acknowledged that he had executed this Indenture for and on behalf of the said partnership as his free and voluntary act for the purposes therein contained, and that he is duly authorized to so act for and on behalf of the said partnership and all partners thereof.

WITNESS my hand and Notarial Seal this 15th day of December, 1980.

Carole A. Layman SS
Notary Public
Residing in Vanderburgh
County

My commission expires:

March 19, 1983

STATE OF FLORIDA)
) SS:
COUNTY OF Duval River)

Before me, a duly commissioned Notary Public in and for said County and State, this day personally appeared Roy H. Lambert, personally known to me to be a General Partner of Regency Michigan Meadows, Limited, who, being duly sworn upon his oath, acknowledged that he had executed this Indenture for and on behalf of the said partnership as his free and voluntary act for the purposes therein contained, and that he is duly authorized to so act for and on behalf of the said partnership and all partners thereof.

WITNESS my hand and Notarial Seal this 19th day of December, 1980.

Ruth Wilson
Notary Public
Residing in Duval River
County

My commission expires:

Sept. 7, 1982

STATE OF INDIANA)
) SS:
COUNTY OF DELAWARE)

Before the undersigned, a duly commissioned Notary Public in and for said County and State, personally appeared C. Alan Marsh and Hartman W. Smith who, being duly sworn, certified that they were the President and Secretary, respectively, of Marsh Village Pantries, Inc., an Indiana corporation, and as such had been duly authorized by Resolution of the Board of Directors of said corporation to execute, acknowledge and deliver the foregoing Agreement in the name of and on behalf of said corporation, and that as such officers they did in the name of said corporation, execute and acknowledge said Agreement for the uses and purposes therein set out.

WITNESS my hand and Notarial Seal this 7th day of January, 1981.

Lois Gross
Notary Public Lois Gross
Residing in Delaware
County

My commission expires:

April 12, 1983

81 01970

EXHIBIT A

Michigan Plaza Shopping Center
3823 West Michigan Street
Indianapolis, Indiana

Part of Lot 8 in the Zadok Tomlinson Estate Partition of the South half of the Northwest 1/4 of Section 5, Township 15 North of Range 3 East, described as follows:

Beginning in the center of Michigan Street at a point 736-88/100 feet North of the South line and 353-82/100 feet West of the East line of said quarter Section, and said Lot 8 and running East with the center line of said Michigan Street 117-94/100 feet, thence South 368-16/100 feet to a point 236-78/100 feet West of the East line of said Lot 8, thence West 118-39/100 feet to a point 368-44/100 feet North of the South line of said Lot 8; thence North 368-44/100 feet to the beginning, containing one acre, more or less.

A parcel of ground in the south half of the northwest quarter of Section 5, in Township 15 North, of Range 3 East, in Marion County, Indiana, same being a portion of Lot 8 in the Subdivision of the said half quarter section aforesaid made by Commissioners in the partition of the Estate of Zadock Tomlinson, deceased, the plat of which is recorded in Land Record ZZ at page 147, in the office of the Recorder of Marion County, Indiana, such portion of said Lot 8 being more particularly described as follows, to-wit:

Beginning at a point in the center line of Michigan Street, a distance of 353.83 feet west and 737.88 feet north of the southeast corner of the northwest quarter of said Section 5; thence west in and along the center of Michigan Street, a distance of 64.88 feet to a point; thence south parallel to the east line, a distance of 368.58 feet to a point; thence east parallel to the north line a distance of 65.78 feet to a point; thence north parallel to the east line a distance of 368.44 feet to the place of beginning, containing in all 0.55 acres, more or less.

* * * * *

EXHIBIT B

to Memorandum of Lease between
Regency Michigan Meadows, Limited
and
Marsh Village Pantries, Inc.

1. TERM OF LEASE: October 1, 1979 to September 30, 1982.
2. OPTIONS: One (1) separate and successive option to extend the term of this Lease for an additional term of three (3) years, upon the same terms, covenants and conditions of this Lease.

* * * * *

This instrument prepared by P. Lawrence Butt, Attorney-at-Law.

81 01970

148
6/12/88

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE AGREEMENT, made and entered into as of the date of the execution hereof by the last party signatory hereto, by and between MARSH VILLAGE PANTRIES, INC., a duly organized and existing corporation in the State of Indiana with its principal office at 501 Depot Street, Yorktown, Indiana 47396-1599, its successors and assigns (hereinafter sometimes referred to as "LESSEE"), and Regency Michigan Meadows Limited Partnership, an Indiana Limited Partnership, with Roy H. Lambert and David C. Eades as its General Partners, of 1025 Flamevine Lane, Suites 1-5, Vero Beach, Florida 32963, its successors and assigns (hereinafter referred to as "LESSOR"),

WITNESSETH:

WHEREAS, LESSOR entered into a certain Lease Agreement, dated January 7, 1981 (the "Lease"), with LESSEE with respect to certain premises commonly known as Michigan Plaza, 3801 West Michigan Street, Indianapolis, Indiana 46222; and

WHEREAS, LESSOR AND LESSEE desire to amend the Lease to provide for changes in the length of the original term, option renewal periods and rental payment; and

WHEREAS, LESSOR AND LESSEE desire to add provisions to the Lease allowing LESSEE to make alterations and improvements to the Demised Premises;

NOW, THEREFORE, in consideration of the premises and in consideration of the terms, conditions and covenants as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that the terms, covenants and conditions of the Lease shall be amended as follows:

1. Paragraph A of Section II, TERM, is hereby amended by deleting it in its entirety and substituting therefor the following:

"A. The initial term of this Lease shall be for a period of two hundred thirteen (213) months and shall commence on September 1, 1980 and shall terminate on May 31, 1998."

2. Paragraph B of Section II, TERM, First Sentence, is hereby amended by deleting it in its entirety and substituting therefor the following:

"B. LESSEE shall have two (2) separate and successive options to extend the term of this Lease for an additional term of five (5) years each upon the same terms, covenants and conditions of this Lease".

3. Rider #1 is hereby amended by deleting the words "for the extended term shall be Eleven Hundred and No/100 Dollars (\$1,100.00) per month" and substituting therefor the following:

"for the first option period shall be Two Thousand and No/100 Dollars (\$2,000.00) per month and for the second option period shall be Two Thousand Two Hundred and No/100 Dollars (\$2,200.00) per month."

4. Section III, First Sentence, is hereby amended by deleting it in its entirety and substituting therefor the following:

"LESSEE shall pay to LESSOR, as monthly rental hereunder, (i) the sum of Nine Hundred and No/100 Dollars (\$900) per month for the first thirty-five (35) months of the initial term of this Lease; (ii) the sum of One Thousand One Hundred and No/100 Dollars (\$1,100.00) per month for the thirty-sixth (36th) month through the ninety-second (92nd) month; (iii) the sum of One Thousand Two Hundred and No/100 Dollars (\$1,200.00) per month for the ninety-third (93rd) month through the one hundred fifty-second (152nd) month; (iv) the sum of One Thousand Four Hundred and No/100 Dollars (\$1,400.00) per month for the one hundred fifty-third (153rd) month through the one hundred sixty-fourth (164th) month; (v) the sum of One Thousand Five Hundred and No/100 Dollars (\$1,500.00) per month for the one hundred sixty-fifth (165th) month through the one hundred seventy-sixth (176th) month; (vi) the sum of One Thousand Six Hundred and No/100 Dollars (\$1,600.00) per month for the one hundred seventy-seventh (177th) month through the one hundred eighty-eighth (188th) month; (vii) the sum of One Thousand Seven Hundred and No/100 Dollars (\$1,700.00) per month for the one hundred eighty-ninth (189th) month through the two hundredth (200th) month; and (viii) the sum of One Thousand Eight Hundred and No/100 Dollars (\$1,800.00) per month for the two hundred first (201st) month through the two hundred eighth (208th) month of the initial term of this Lease which shall be payable on or before the first (1st) day of each calendar month, by check mailed to LESSOR at 3800 West Michigan Street, Indianapolis, Indiana 46222."

5. The original Exhibit B is hereby amended by superseding it in its entirety with the Amended Exhibit B, attached hereto made a part hereof, and marked "Amended Exhibit B".

6. Paragraph B of Section VII, FIXTURES AND EQUIPMENT, is hereby amended by deleting it in full and substituting therefor the following: "LESSEE shall have the right to install and maintain signage upon the interior and exterior of the Demised Storeroom. Subject to the conditions described in this Paragraph B, LESSEE may erect a pole sign on the Demised Premises or upon the common or inventory sign of the Center ("Pole Sign"). The Pole Sign shall be double faced with each face eight (8) feet in width and eight (8) feet in height. LESSEE, at its expense, shall obtain all necessary permits and variances for the construction of the Pole Sign. LESSEE, at its expense, shall either install the Pole Sign or have the Pole Sign installed by a contractor of LESSEE's choice. LESSEE, at its expense, shall perform maintenance of the Pole Sign during the term of this Lease. LESSEE shall have a separate electrical meter for the Pole Sign. LESSOR shall pay for the cost and installation of the meter up to and including an amount equal to Two Hundred Fifty and No/100 Dollars (\$250.00). All charges for the cost and installation of the meter above Two Hundred Fifty and No/100 Dollars (\$250.00) shall be paid by LESSEE. The electrical service for the Pole Sign shall be in the name of the LESSEE. LESSEE shall pay for the electrical usage of the Pole Sign. If the Pole Sign is erected upon the Center's common or inventory sign, the top of the face of the sign shall be twenty-one (21) feet above the ground level. After installation, LESSEE shall retain title to the Pole Sign, and at any time for any reason whatsoever, LESSEE shall have the right to remove the Pole Sign at LESSEE's expense. This right to remove the Pole Sign shall survive termination or expiration of the Lease. LESSEE, at its expense, shall provide fire and liability insurance for the Pole Sign. If the Pole Sign is not erected on the Center's

common or inventory sign, LESSEE shall have the right to be represented at least as prominently as any other tenant on the common or inventory sign.

7. Paragraph XVI, NOTICES, Line 3 is hereby amended by deleting in its entirety the phrase "6 Dunlap Court, Savoy, Illinois 61874" and substituting therefor, "Attn: Roy H. Lambert, 1025 Flamevine Lane, Suites 1-5, Vero Beach, Florida 32963."

8. The following is added to the Lease: "Section XXIII. ALTERATIONS AND ADDITIONAL SPACE, Subject to LESSOR's review and approval which shall not be unreasonably withheld, LESSEE shall have the right, at any time or from time to time and at its expense, to make such alterations, additions, changes, installations or remodelings in, to or upon the Demised Premises as it deems necessary or appropriate for the conduct of its business, provided the installation and operation thereof is in compliance with all applicable ordinances, laws, rules and regulations. LESSOR shall notify LESSEE of LESSOR's approval or denial of alteration, additions, changes, installations or remodelings within ten (10) days after LESSEE's request for approval thereof. Notwithstanding the manner of their attachment to the Demised Premises, such fixtures, equipment, machinery, appliances and other property shall be deemed and remain personal property of LESSEE and shall not be pledged, mortgaged or encumbered in any manner, in whole or in part, by LESSOR. At any time prior to, during, or within thirty (30) days after the termination, cancellation or expiration of this Lease, LESSEE shall have the right to remove anything installed or used in, affixed to, or constructed upon or about the Demised Premises by or at the direction of LESSEE; provided however, LESSEE, at its expense, shall repair any damage to the Demised Premises resulting from the removal described in this Section XXIII.

9. Except as expressly hereinabove amended, the terms, conditions, agreements and covenants of the Lease shall remain in full force and effect and are hereby confirmed, approved and ratified by the parties hereto.

IN WITNESS WHEREOF, LESSEE has caused this Indenture to be executed by its duly authorized officers this 16th day of June, 1988.

MARSH VILLAGE PANTRIES, INC.

By: _____

Don E. Marsh
Don E. Marsh
Chief Executive Officer

Attest:

P. Lawrence Butt
P. Lawrence Butt, Secretary

IN WITNESS WHEREOF, LESSOR has caused this Indenture to be executed this 1st day of June, 1988.

REGENCY MICHIGAN MEADOWS LIMITED PARTNERSHIP

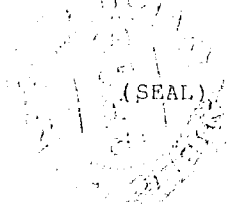
By: _____

Roy H. Lambert
Roy H. Lambert, General Partner

By: David C. Eades
David C. Eades, General Partner

STATE OF INDIANA)
) SS
COUNTY OF DELAWARE)

On this 16th day of June, 1988, personally appeared before me, Don E. Marsh and P. Lawrence Butt, who, being by me duly sworn did say that they are the Chief Executive Officer and the Secretary, respectively, of Marsh Village Pantries, Inc., an Indiana corporation, and as such had been duly authorized by Resolution of the Board of Directors of said corporation to execute, acknowledge and deliver the foregoing instrument in the name of and for and on behalf of said corporation, and acknowledged that as such officers they did in the name of said corporation, execute and acknowledge said instrument for the uses and purposes set forth therein.



Lois Gross
Lois Gross
Notary Public
Resident of Delaware County, Indiana

My Commission Expires: April 12, 1991

STATE OF FLORIDA)
) SS
COUNTY OF INDIAN RIVER)

On this 27th day of May, 1988, before me personally appeared Roy H. Lambert, who being by me duly sworn did say that he is a General Partner of Regency Michigan Meadows Limited Partnership, an Indiana Limited Partnership, and acknowledged that he executed the foregoing instrument as his free act and deed and as the free act and deed of said partnership.



Heath F. L. L.
Notary Public
Resident of Indian River County, Florida

My Commission Expires: My Commission Expires Mar. 12, 1991

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

On this 15th day of June, 1988, before me personally appeared David C. Eades, who being by me duly sworn did say that he is a General Partner of Regency Michigan Meadows Limited Partnership, an Indiana Limited Partnership, and acknowledged that he executed the foregoing instrument as his free act and deed and as the free act and deed of said partnership.

(SEAL)

Karen Duffin
Notary Public
Resident of Champaign County, Illinois

My Commission Expires: 10/2/91

